This Schedule I for the First Data Payeezy service, described in Exhibit A attached hereto, is by and between PROVIDER and CUSTOMER. Bank is not a party to this Schedule I and is not liable to CUSTOMER in any way with respect to such Schedule I. For purposes of this Schedule I, the words "we", "our" and "us" refers to PROVIDER and its successors and assigns and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. The terms of the Master Services Agreement ("MSA" or "Agreement") are incorporated herein and the parties hereto agree to be bound by such terms. Any capitalized terms used in this Schedule I and not specifically defined herein are given the meaning ascribed to them in the Agreement.

This Schedule I is an exhibit to "Exhibit A - Record of Negotiations – Negotiated Changes to Proposal," Solicitation No. 5400007106. As such, it is part of the proposal titled "Merchant Bank Card Services," submitted in response to Solicitation No. 5400007106 by SunTrust Merchant Services, LLC, to the Materials Management Office, Procurement Services Division, South Carolina Budget and Control Board, and dated March 17, 2014. "Contract" means any contract the State of South Carolina awards pursuant to Solicitation No. 5400007106. "Participation Agreement" means the agreement executed by a public procurement unit permitted by law to participate in the Contract.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule I, the parties hereby agree as follows:

1. **Term; Termination; Pricing.**

1.1 **Term and Termination**. This Schedule I shall commence as of the Effective Date and shall remain in effect until terminated by either party as provided herein. Either party may terminate this Schedule I upon giving the other party at least thirty (30) days prior written notice of its intention to terminate this Schedule I. We may suspend or terminate your access to the First Data Payeezy Services without prior notice, with or without cause. Regardless of the reason for termination, you shall be responsible for the payment of all fees due up to and including the effective date of termination.

1.2 **Pricing**. You will be charged fees set forth in Schedule B of the MSA.

1.3 **Amendment**. Reserved.

2. **License Grant**

2.1 **License**. Subject to the terms and conditions of this Schedule I, we hereby grant you and you hereby accept a nonsublicensable, royalty free, non-exclusive, nontransferable revocable limited license to use the Payeezy Services, during the term of this Schedule I for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using our Payeezy Services as set forth herein.

2.2 **Documentation License**. Subject to the terms and conditions of this Schedule I, we hereby grant, and you hereby accept, a nonsublicensable, revocable, royalty free, non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation (defined below) during the term of this Schedule I for the sole and limited purpose of supporting your use of the Payeezy Services. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of Schedule I, the terms of this Schedule I shall govern and control.

2.3 **Use Restrictions**. You shall not, and shall not cause or permit any third party to: (i) use the Payeezy Services in any way, other than in accordance with this Schedule I, the Documentation or as otherwise instructed by us in writing; (ii) use the Payeezy Services or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Schedule I; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Payeezy Services, or otherwise apply any procedure or process to the Payeezy Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Payeezy Services or any algorithm, process, procedure or other information contained in the Payeezy Services, except as otherwise specifically authorized in accordance with this Schedule I; (iv) provide the Payeezy Services or Documentation to any third party, other than to your authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of this Schedule I; (v) make any copies of the Payeezy Services or Documentation, except as is incidental to the purposes of this Schedule I, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Payeezy Services or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Payeezy Services; (ix) attempt to access or actually access portions of the First Data Payeezy not authorized for your use; or (x) use the Payeezy Services for any unlawful purpose.

2.4 **Updates**. From time to time we may, at our discretion, release Updates. In the event we notify you of any such Update, you shall integrate and install such Update into your Systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of our Payeezy Services provided hereunder. We will have no liability for your failure to properly install the most current version of the Payeezy Services or any Update, and we will have no obligation to provide support or services for any outdated versions.

2.5 **Licensors**. The licenses granted hereunder may be subject to other licenses currently held by us or our subcontractors. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

2.6 **Export Compliance**. You agree not to export or re-export the Payeezy Services or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Payeezy Services or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Payeezy Services outside of the United States, you agree not to re-export the Payeezy Services except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Payeezy Services. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. 2.7 **Federal Acquisition Regulations**. If you are acquiring the Payeezy Services on behalf of any part of the United States Government (the "Government"), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when

applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. We are the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Payeezy Services and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Schedule I and shall be prohibited except to the extent expressly permitted by the terms of this Schedule I.

2.8 **Return/Destruction**. Upon termination or expiration of this Schedule I, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, you shall either return to us or destroy the Payeezy Services and the Documentation, and shall so certify to us in writing.

2.9 **No other Licenses**. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.

2.10 **Use of Transaction Data**. Reserved.

3. **Platform Matters**

3.1 **Integration with Your Systems**. While we provide Payeezy Services to you, you acknowledge that the Payeezy Services itself is insufficient to allow your Systems to function with the Platform. Programming, development and maintenance of your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Schedule I, you acknowledge that unless and until you complete the Integration, no services need be provided by us to you pursuant to this Schedule I, except as otherwise specifically provided in Section 3.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive Payeezy Services.

3.2 **Set-Up Assistance Services**. Subject to Section 3.1 above, upon your request to us, and upon payment of any applicable Fees, we will provide you with set-up services to assist with the Integration.

3.3 **Shut Downs**. We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

3.4 **Orders by Customers**. You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or your Systems by any means or device as a result of providing you the Payeezy Services.

4. **Security of Information**. We will use commercially reasonable efforts to maintain the security of the Payeezy Services and the Platform. You will use commercially reasonable efforts to maintain the security of your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Bank Card Association security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the Internet.

5. **Privacy**. We have adopted an online Privacy Statement to inform individuals as to online collection and use of personal information. You agree that, during the term of this Schedule I, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, bankcard association rules, or done pursuant to this Schedule I, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely.

6. Reserved

7. Reserved.

8. **Your Warranties**. You warrant all of the following: (i) All representations and statements made in this Agreement and any other related document, by you or on your behalf are true, accurate, and complete in all respects and you hereby authorize us to verify and confirm all information provided herein by any means at its disposal; (ii) you are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which you operate; (iii) you shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with your obligations under this Schedule I; and (iv) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Schedule I and the rights and obligations herein.

9. **No Unauthorized Publicity.** Neither party shall use the name or marks of the other, nor refer to the other in advertisements, publicity releases, promotional materials or marketing correspondence without first securing the written consent of the other party.

10. **Subcontractors.** Reserved

11. **Survival.** Upon termination or expiration of this Schedule I, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 2.4, 2.6, 2.9, 2.10, 3, 4, 5, 6, 7, and 8 shall survive the termination or expiration of this Schedule I. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Schedule I and shall remain enforceable after such termination.

ANNEX 1 – DEFINITIONS
As used herein, the following definitions apply:

"Claim" means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

"Customer" means your customer who would like to provide payment for your goods or services.

"Documentation" means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Schedule I as if fully set forth herein.

"Payeezy Services" means the Payeezy, payment processing services offered through the Payeezy (including, but, not limited to authorization of transactions, routing transactions to the appropriate payment processing network or third party service provider, transaction responses (approved, declined), and the detailed reporting of those transactions) and Software, as applicable. Payeezy Services do not include alternative payment products or services that are supported by or may be accessed through the Payeezy Services and with respect to which you enter into an agreement: (i) with us (which agreement may consist of an amendment to this Agreement or specific terms in this Agreement expressly covering such alternative payment products or services) (such alternative payment products or services, "Separate Products"), or (ii) a third party service provider (e.g., PayPal) regarding your participation in such alternative payment products or services (together with Separate Products, the "Excluded Products").

"Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

"Merchant Account" shall mean an account set up for a merchant that requires a card processor, bank, merchant i.d., terminal i.d., merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

"Platform" means our operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Schedule I are provided.

"Software" means all protocols, software components and other interfaces and software provided by us to you pursuant to this Schedule I, and any and all Updates.

"Your Systems" means any web site(s) or interfaces(s) to the Global Gateway Services that are operated or maintained by you or on your behalf through which transactions are submitted for processing, and all your other associated systems.
"Updates" means an embodiment of the Software that provides enhancements and/or improvements.

EXHIBIT A
GENERAL DESCRIPTION OF FIRST DATA PAYEEZY PRODUCTS AND SERVICES

General Description of First Data Payeezy:

The First Data Payeezy is a messenger that sends information between the consumer, the merchant, the acquirer, and the consumer's bank. The variations within the First Data Payeezy offering is described in (i) through (iii).

(i) Web Services API (Application Programming Interface):

The Transaction Processing API is a web service that allows third –party applications to process transactions through the First Data Payeezy system. The range of processing scenarios (Purchase, Refund, Pre-Authorization, etc.) enables flexible and powerful ways to implement custom business logic. FDMS also provides free client libraries that ease integration with the API. The API is available in both SOAP and REST, where the latter supports XML an JSON message formats. The same range of transaction processing scenarios is supported regardless of the API style you choose

(ii) Payment Pages

A Payment Page is a securely hosted web payment form designed to accept Internet-based eCommerce transactions. Payment Pages provide access to an expanding toolkit of payment options and fraud prevention tools without the need for additional development. Payment Pages redirect the customer to a payment form hosted by First Data Payeezy. To accomplish this the merchant displays a "Checkout" button within an HTML form on their website that will submit a POST request to the following URL:
https://checkout.globalgatewaye4.firstdata.com/payment
Within the parameters of this HTML form the merchant specifies the location of the Payment Page along with payment details and authentication information.
☐ The appearance and payment options displayed on the payment form are configured through an online management interface available to all First Data Payeezy merchants.

(iii) Realtime Payment Manager (RPM):

☐ RPM is a hosted application able to turn any Internet connected PC into a Point of Sale device. RPM also allows a merchant to monitor and manage its accounts. RPM is internet-based and requires no installation of software.
☐ RPM gives merchants the ability to process Retail and MO/TO payments using any Internet connected PC and a standard Web browser.
☐ Once a merchant is logged into RPM, orders can be input by an employee in a MO/TO, Call Center or Back office environment or cards can be swiped in a Retail, Point of Sale environment.
☐ A receipt is then provided and can be printed or emailed to the cardholder
☐ RPM is the merchant's central administrative tool for their First Data Payeezy account. User administration, gateway reporting, and Hosted Payment Page configuration are all accessed through RPM.

(iv) Pricing:

☐ Monthly access fee to all the services provided by product variation of choice. See Schedule B.
☐ Setup fee – one time charge to set up the MID to access all the services provided by product variation of choice. See Schedule B.
☐ Transaction fee – fee per each transaction processed through the gateway. See Schedule B.